



WILLIAM T FUJIOKA  
Chief Executive Officer

## County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration  
500 West Temple Street, Room 713, Los Angeles, California 90012  
(213) 974-1101  
<http://ceo.lacounty.gov>

July 8, 2008

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**DEPARTMENT OF PUBLIC WORKS: APPROVE AMENDMENT NO. 1  
COLIMA ROAD DRAIN  
UNINCORPORATED COMMUNITY OF ROWLAND HEIGHTS  
(SUPERVISORIAL DISTRICTS 1 AND 4)  
(3 VOTES)**

**SUBJECT**

To approve reassigning to the second lowest bidder a contract previously awarded by your Board for the construction of a storm drain in the unincorporated community of Rowland Heights due to the inability of the original contractor to proceed. The second lowest bidder has agreed to all terms, conditions, and price as the lowest bidder.

**IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY  
OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:**

1. Delegate authority to the Acting Director of Public Works or his designee to negotiate and execute Amendment No. 1 for Colima Road Drain which reassigns the construction contract for the project from Radich Construction, Inc., to Garcia Juarez Construction, Inc.
2. Increase the total contract by \$27,000 and authorize payment to Radich Construction, Inc., in the amount of \$27,000.

*"To Enrich Lives Through Effective And Caring Service"*

**Please Conserve Paper – This Document and Copies are Two-Sided  
Intra-County Correspondence Sent Electronically Only**

Board of Supervisors  
GLORIA MOLINA  
First District

YVONNE B. BURKE  
Second District

ZEV YAROSLAVSKY  
Third District

DON KNABE  
Fourth District

MICHAEL D. ANTONOVICH  
Fifth District

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

On June 19, 2007, your Board awarded a contract in the amount of \$589,099 to Radich Construction, Inc. (Radich), for the construction of a reinforced concrete pipe storm drain and the performance of other appurtenant work.

The construction was delayed by two utility companies that did not complete their relocations in a timely manner. Radich is now unavailable to do the work. The second lowest responsive and responsible bidder, Garcia Juarez Construction, Inc. (Garcia Juarez), is willing and able to take the project for the same terms as the contract with Radich. Both contractors agree to have the contract reassigned from Radich to Garcia Juarez.

Radich performed preconstruction work including providing submittals and maintained bonding for the project during the delay. We request authorization to pay Radich \$27,000 in a change order for their expenses.

### **Implementation of Strategic Plan Goals**

The Countywide Strategic Plan directs that we provide Service Excellence (Goal 1), Fiscal Responsibility (Goal 4), and Community Services (Goal 6). The recommended actions will allow the Department of Public Works to provide the improved infrastructure to better serve the public and enhance the quality of life in the affected communities in a timely and cost-effective manner.

### **FISCAL IMPACT/FINANCING**

These actions will have no impact to the County General Fund.

Reassignment of this project will require the Flood Control District to finance the same base contract amount of \$589,099.00 for payment to Juarez, and an additional \$27,000 will be paid to Radich to cover bonding and preconstruction submittals expended before the work was delayed by utility relocation problems.

Sufficient funds for this project are available in the Flood Control District Budget for Fiscal Year 2008-09.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Amendment No. 1 (attached) and Assignment of Agreement (attached) have been reviewed and approved by County Counsel.

Amendment No. 1 amends the existing Colima Road Drain contract between the Department of Public Works and Radich to reassign all terms of the contract to Garcia Juarez.

The contract documents provide for the reassignment of the contract by your Board if such action is in the best interest of the County.

### **ENVIRONMENTAL DOCUMENTATION**

On May 1, 2007, Agenda Item 65, your Board found this project categorically exempt from the provisions of the California Environmental Quality Act.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The contract specifications require the work to be completed in 45 working days. It is estimated the work will start in August and be completed in October 2008.

### **CONCLUSION**

Please return one adopted copy of this letter to the Department of Public Works, Construction Division.

Respectfully submitted,



WILLIAM T FUJIOKA  
Chief Executive Officer

WTF:DDE  
JTS:lgn

Attachments (2)

c: County Counsel  
Office of Affirmative Action Compliance

**AMENDMENT NO. 1  
TO AGREEMENT PIN FCC0001033, COLIMA ROAD DRAIN  
WITH RADICH CONSTRUCTION INC.**

This Amendment No. 1 to Contract FCC0001033 (hereinafter Amendment No. 1 and Contract FCC0001033 are collectively identified as the Contract) is entered into by and between the Los Angeles County Flood Control District (District), Radich Construction Inc. (Radich or Assignor), and Garcia Juarez Construction Inc. (Juarez or Assignee) effective as approved by the Board of Supervisors of the County Los Angeles (Effective Date) based on the following recitals:

- A. WHEREAS, on July 11, 2007, the District and Radich entered in Contract No. FCC0001033, Colima Road Drain to construct Colima Road Drain;
- B. WHEREAS, Radich wishes to assign the Contract as permitted by its terms and Radich and Juarez intend to enter into a written Assignment Agreement for Colima Road Drain (Assignment), attached as Exhibit A, subject to execution of this Amendment No. 1 by the District;
- C. WHEREAS, Juarez desires to take over, assume, and perform the Contract; and
- D. WHEREAS, the District has agreed to the assumption of the Contract by Juarez.

NOW THEREFORE, in consideration of the foregoing recitals, all of which are incorporated as part of this Amendment, District, Radich, and Juarez hereby further agree to amend this Contract as follows:

- 1. The District acknowledges Section 2.4 of the Contract which states:

'2.4 FOURTH: That this contract shall not be assigned without the prior consent of the Board of Supervisors of the District, such consent to be authorized by resolution or order in the minutes of said Board'.

Pursuant to Section 2.4, cited above, the District hereby approves the form and content of the Assignment, and consents to the assignment of the Contract pursuant to the terms of the Assignment."

- 2. Within 10 days after the authorized execution of this Amendment No. 1 on behalf of the Board, the District will pay Radich a one-time payment of \$27,000 to compensate for all expenditures to date and will return to Radich the Performance and Payment Bonds, Nos. 6492369\_and 6492367 respectively, issued by Safeco Insurance Company of America. The District

agrees the referenced bonds and sureties thereunder shall have no duty to guarantee performance by Radich of any obligations of Assignee under the Contract. Radich agrees to waive any and all potential claims related to the Contract as set forth in the Assignment.

3. Assignee accepts the assignment of the Contract to it by Assignor of all Assignor's right, title, and interest in and to, and the delegation to it by Assignor of all Assignor's duties and obligations under the Contract, and as further stated in Assignment. Assignee expressly recognizes and agrees that Assignor has waived any and all claims against the County prior to assignment.
4. Juarez agrees to provide the payment bond, performance bond, and insurance as required in the specifications.
5. The District agrees to issue the Notice to Proceed to Juarez after the Effective Date of this Agreement and after receipt of the valid bonds and insurance certificates provided by Juarez.
6. Assignee covenants that it approves, ratifies, and confirms all terms, covenants, and conditions and provisions of the Contract; that it will perform after the Effective Date of the Assignment at its own expense all duties and obligations imposed by the Contract; and that it will be bound by all the terms, covenants, conditions, provisions, and obligations of the Contract and Assignment.
7. District agrees to and acknowledges the assumption of the Contract by the Assignee and agrees to be bound by all terms, conditions, covenants, and provisions of the Contract and Assignment to Assignee. Except for breach of any obligation or duty by Radich that arose, and which was unknown and could not have been known by the District, prior to the execution of this Amendment No. 1, the District waives any claim against Radich and its sureties and their respective officers, agents, employees, shareholders and directors from and for default or breach of any obligation or indemnity arising under the Contract or the Assignment.
8. The name Garcia Juarez is hereby substituted throughout the Contract for each occurrence of the name Radich as applicable.

Except as expressly provided in this Amendment, all other provisions and conditions of Contract FCC0001033 shall remain unchanged and shall remain in full force and effect.

Radich, Juarez, and all persons executing the Amendment on behalf of Radich and Juarez hereby represent and warrant that the persons executing this Amendment

are authorized agents who have actual authority to bind the party to each and every item, condition, and obligation of the Agreement and that all requirements of the party have been fulfilled to provide such actual authority.

This Amendment may be executed in counterparts and, if so executed, each counterpart shall have the full force and effect of an original, and all of which when executed shall constitute one and the same instrument.

IN WITNESS WHEREOF, Radich and Juarez have subscribed this Amendment or caused it to be duly subscribed, and the County of Los Angeles, by order of its Board of Supervisors has caused this Amendment to be subscribed on its behalf by its duly authorized officers and attested by the Executive Officer-Clerk of the Board of Supervisors, effective on the date approved by the Board of Supervisors of the County.

Executed at \_\_\_\_\_, California, this \_\_\_\_ day of \_\_\_\_\_, 2008.

DEAN D. EFSTATHIOU  
ACTING DIRECTOR OF PUBLIC WORKS  
COUNTY OF LOS ANGELES

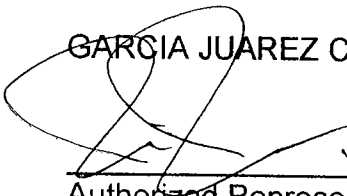
By \_\_\_\_\_  
Deputy Director

RADICH CONSTRUCTION INC.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Name and Title


GARCIA JUAREZ CONSTRUCTION, INC.

  
\_\_\_\_\_  
Authorized Representative

Jim Jackson, Pres  
\_\_\_\_\_  
Name and Title

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.  
County Counsel

By   
Jennifer A.D. Lehman, Deputy

Counsel for:  
Los Angeles County Flood Control District  
and County of Los Angeles

APPROVED AS TO FORM:

Law Offices of \_\_\_\_\_  
Counsel to Radich Construction Inc.

Dated: \_\_\_\_\_, 2008

By \_\_\_\_\_

APPROVED AS TO FORM:

Law Offices of in pro per  
Counsel to Garcia Juarez Construction, Inc.

Dated: May 29, 2008

By 

JFG:ss

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# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

On May 29, 2008 before me, Vienna Linda Galindo, Notary Public  
(Here insert name and title of the officer)

personally appeared Jim Jackson

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

(Additional information)

### CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)  
☒ Corporate Officer  
    President /Secretary  
    (Title)  
☐ Partner(s)  
☐ Attorney-in-Fact  
☐ Trustee(s)  
☐ Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

*Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document



Amendment are authorized agents who have actual authority to bind the party to each and every item, condition, and obligation of the Agreement and that all requirements of the party have been fulfilled to provide such actual authority.

This Amendment may be executed in counterparts and, if so executed, each counterpart shall have the full force and effect of an original, and all of which when executed shall constitute one and the same instrument.

IN WITNESS WHEREOF, Radich and Juarez have subscribed this Amendment or caused it to be duly subscribed, and the County of Los Angeles, by order of its Board of Supervisors has caused this Amendment to be subscribed on its behalf by its duly authorized officers and attested by the Executive Officer-Clerk of the Board of Supervisors, effective on the date approved by the Board of Supervisors of the County.

Executed at \_\_\_\_\_, California, this \_\_\_\_ day of \_\_\_\_\_, 2008.

DEAN D. EFSTATHIOU  
ACTING DIRECTOR OF PUBLIC  
WORKS  
COUNTY OF LOS ANGELES

By

\_\_\_\_\_  
Deputy Director

RADICH CONSTRUCTION INC.

\_\_\_\_\_  
Authorized Representative

Teresa Radich, Pres

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
CONSTRUCTION, INC.

GARCIA JUAREZ

## ACKNOWLEDGMENT

State of California

County of Ventura )

On June 2, 2008 before me, Merilyn P. Smithson, Notary Public  
(insert name and title of the officer)

personally appeared Teresa K. Radich  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)/is/are  
subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in  
his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Merilyn P. Smithson* (Seal)



APPROVED AS TO FORM:

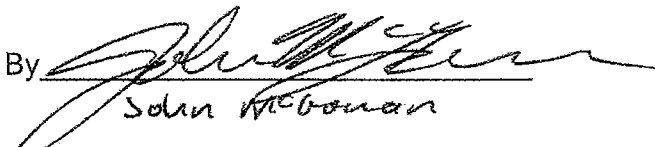
RAYMOND G. FORTNER, JR.  
County Counsel

By \_\_\_\_\_  
Jennifer A.D. Lehman, Deputy

Counsel for:  
Los Angeles County Flood Control District  
and County of Los Angeles

APPROVED AS TO FORM:

Law Offices of Marteleone & McCrory, LLP Dated: 6/3/08, 2008  
Counsel to Radich Construction Inc.

By   
John McConan

APPROVED AS TO FORM:

Law Offices of \_\_\_\_\_ Dated: \_\_\_\_\_, 2008  
Counsel to Garcia Juarez Construction, Inc.

By \_\_\_\_\_

JFG:ss

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**ASSIGNMENT AGREEMENT  
FOR  
COLIMA ROAD DRAIN**

THIS ASSIGNMENT AGREEMENT (Assignment), made and entered into by and between RADICH CONSTRUCTION INC., a corporation, 4680 Los Angeles Avenue, Suite O, Simi Valley, California 93063, (805) 584-9697 (hereinafter referred to as RADICH or ASSIGNOR) and GARCIA JUAREZ CONSTRUCTION, INC., a corporation, P.O. Box 309, Brea, California 92822-0309, (951) 657-3535 (hereinafter referred to as JUAREZ or ASSIGNEE).

RADICH and JUAREZ may hereafter be referred to jointly as the Parties and individually as a Party.

The LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic, hereinafter referred to as DISTRICT.

**WITNESSETH**

WHEREAS, the ASSIGNOR currently is obligated to the construction of the project entitled PIN FCC0001033, Colima Road Drain, pursuant to the Agreement for Construction Services, by and between the ASSIGNOR and DISTRICT entered into and effective on July 11, 2007 (hereinafter referred to as the Contract), which is incorporated by reference herein; and

WHEREAS, subject to the terms of the Contract and this Assignment, ASSIGNOR desires to assign to ASSIGNEE all of ASSIGNOR'S rights and obligations under the Contract; and

WHEREAS, subject to the terms of this Assignment, ASSIGNEE is willing to assume all of ASSIGNOR'S rights and obligations under the Contract, and as set forth by this Assignment.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter set forth, the Parties hereby agree as follows:

**ARTICLE 1. DEFINITIONS**

- 1.1 Effective Date shall mean the date the Los Angeles County Board of Supervisors approves of Amendment 1 to the Contract authorizing Assignment of contract PIN FCC 0001033.
- 1.1 Assumed Obligations shall mean all of the duties and obligations of ASSIGNOR arising under the Contract to DISTRICT and third parties; any and all obligations of ASSIGNEE to DISTRICT or third parties, if any,

(i) arising under the Contract, (ii) arising from the Assignment, or (iii) in connection with acts and/or omissions of ASSIGNEE that occur on and after the Effective Date.

- 1.2 Excluded Obligations shall mean any obligations of ASSIGNOR to DISTRICT or third parties, if any, arising (i) under the Contract, for which ASSIGNOR has completed or been excused by DISTRICT, prior to the Effective Date or (ii) in connection with acts and/or omissions of ASSIGNOR that occurred prior to the Effective Date.

## ARTICLE 2. ASSIGNMENT OF CONTRACT

- 2.1 ASSIGNOR hereby assigns to ASSIGNEE all of ASSIGNOR'S rights with respect to the Contract as well as the Assumed Obligations with respect to the Contract, but none of the Excluded Obligations.
- 2.2 ASSIGNOR hereby represents to ASSIGNEE that ASSIGNOR'S payments and other performance obligations under the Contract are up to date and otherwise in compliance with the terms of the Contract; that ASSIGNOR is not aware of any claims or potential claims of third parties related in any way to the Contract, or the existence of any Excluded Obligations.

## ARTICLE 3. ACCEPTANCE OF ASSIGNMENT AND ASSUMPTION OF CONTRACT

- 3.1 Consistent with the terms herein, ASSIGNEE hereby accepts assignment of, and assumes, all of ASSIGNOR'S rights and Assumed Obligations with respect to the Contract, but does not accept assignment of, nor does it assume, the Excluded Obligations, if any. Upon the Effective Date, ASSIGNEE shall fully perform all obligations under the Contract to be have been performed by the ASSIGNOR and shall indemnify, defend and hold ASSIGNOR its sureties, and their respective officers, agents, principals, directors and shareholder from all claims, liabilities, damages, penalties and costs and attorneys' fees on arising from the Contract obligations assumed by ASSIGNEE.

## ARTICLE 4. WAIVER, RELEASE, AND INDEMNITY

- 4.1 Upon payment of \$27,000 from the DISTRICT to ASSIGNOR under Amendment No. 1 of the contract, ASSIGNOR waives any and all claims for compensation arising out of the contract prior to assignment of the Contract against the DISTRICT and the County of Los Angeles, and each of their respective Boards, and each of their respective Board members, officers, agents, representatives, assigns, employees, administrators, trustees, attorneys, heirs, beneficiaries, and successors in interest

As to the claims waived in the preceding paragraph, ASSIGNOR expressly waives and relinquishes all rights and benefits afforded by Section 1542 of the Civil Code of the State of California, and/or similar provisions of law, and do so understanding and acknowledging the significance of such specific waiver of Section 1542.

Section 1542 of the Civil Code of the State of California states as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

Thus, notwithstanding the provisions of Section 1542, for the purpose of implementing this Assignment, ASSIGNOR expressly acknowledges that this Assignment is intended to include in its effect, without limitation, all claims which ASSIGNOR did not know or suspect to exist at the time of the execution of this Assignment, and that this Assignment and contemplates the extinguishment of any and all such claim(s), and therefore, no claims, known or unknown, are being retained by the ASSIGNOR, nor are any claims, known or unknown being assigned to the ASSIGNEE.

The release expressed in this Article 4.1 does not include any claims arising from events after the Effective Date or to any claims based upon a breach of the obligations in Amendment No. 1 or this Assignment.

Juarez shall include the following terms in each subcontract and supplier or vendor agreement pertaining to the Contract:

"Subcontractor/Supplier acknowledges that, with the consent of the Owner, Radich Construction Inc., as Assignor, has assigned all of its rights and obligations under the Contract to Juarez, as Assignee, and that Juarez, as Assignee, has assumed all obligations under the Contract for the labor, services, materials and equipment to be provided under this Subcontract/Supply Agreement. Subcontractor/Supplier agrees that Radich and its sureties are not parties to this Subcontract/Supply Agreement and shall have no obligations or duties to Subcontractor/Supplier under this Subcontract/Supply Agreement, or for furnishing any labor, services, materials and equipment to the Project by Subcontractor/Supplier."

- 4.2 ASSIGNEE hereby fully releases and forever discharges ASSIGNOR, its parent, affiliates, and assigns, and its respective officers, directors, employees, from any and all claims, actions, costs including attorneys' fees, damages, demands, debts, expenses, liabilities, and sums owed arising from or that could arise from the Contract as herein assigned and assumed,

and ASSIGNEE shall defend, indemnify and hold harmless ASSIGNOR from and against any such claims, actions, costs, damages, demands, debts, expenses, liabilities, and sums owed; provided, however, that this Assignment shall not relieve ASSIGNOR of any obligations to the DISTRICT under the Contract with respect to ASSIGNOR'S performance thereunder prior to the Effective Date.

- 4.3 ASSIGNOR shall defend, indemnify and hold ASSIGNEE harmless from and against any loss, damage, expense cost claim or liability which may be incurred by or asserted against ASSIGNEE as a result as a result of any failure by the ASSIGNOR to perform any Excluded Obligation or that constitutes an Excluded Obligation.
- 4.4 ASSIGNEE hereby acknowledges section 4.1 above, and understands and agrees that no claim, known or unknown is being assigned from ASSIGNOR to ASSIGNEE.

## ARTICLE 5. ADDITIONAL PROVISIONS

- 5.1 Legal Representation - The Parties, and each of them, acknowledge that in connection with the negotiation and execution of this Assignment, they have each been represented by independent counsel of their own choosing and the Parties executed the Addendum after review by such independent counsel, or, if they were not so represented, said non-representation is and was the voluntary, intelligent and informed decision and election of any of the Parties not so represented; and, prior to executing this Addendum, each of the Parties has had an adequate opportunity to conduct an independent investigation of all the facts and circumstances with respect to the matters which are the subject of this Addendum.
- 5.2 No Presumption Re: Drafter - The parties acknowledge and agree that the terms and provisions of this Assignment have been negotiated and discussed between the parties and their attorneys, or waived, and that this Assignment reflects their mutual agreement regarding the same. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any party to be the drafter of this Agreement, and therefore, no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.
- 5.3 Severability - Should any part, term or provision of this Agreement be deemed by any court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby and shall remain in full force and effect.

- 5.4 Effective Date Limitation - As stated in the definitions, the Effective Date of this Assignment shall be the day Amendment 1 is approved by the Los Angeles County Board of Supervisors. However, until and unless the Los Angeles County Board of Supervisors approves of Amendment 1 to the Contract authorizing such assignment of contract PIN FCC 0001033, any purported assignment of the Contract under this Assignment shall be null and void and have no effect, regardless of whether the parties agree to this Assignment.
- 5.5 Governing Law - This Assignment shall be deemed to have been executed and delivered within the State of California, and the rights and obligations of the Parties shall be governed by, and construed and enforced in accordance with, the laws of the State of California. Further, if uncertainty or ambiguity exists in the language of the Assignment, it shall be interpreted according to the applicable rules of interpretation of contracts under the laws of the State of California, and not the substantive law of another state, or the United States, or federal common law.
- 5.6 Warranties Regarding Execution - Each individual executing this Assignment represents and warrants that he or she is duly authorized to execute this Agreement and that the Assignment is binding in accordance with its terms. All Parties warrant that they are the true holders of all rights and remedies which they purport to hold /release/ assign, and that they have not assigned or transferred any of those rights or remedies to any other individuals and/or entities.
- 5.7 Further Assurances - The Parties to this Assignment shall execute and deliver any document which is reasonably necessary to achieve the goals and purposes of this Assignment.
- 5.8 Counterparts - This Agreement may be executed in counterparts and, if so executed, each counterpart shall have the full force and effect of an original, and all of which when executed shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be executed by their respective representatives, duly authorized, on the below dates.

Executed at \_\_\_\_\_, California, this \_\_\_\_ day of \_\_\_\_\_, 2008.



RADICH CONSTRUCTION INC.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Name and Title

  
GARCIA JUAREZ CONSTRUCTION, INC.

\_\_\_\_\_  
Authorized Representative

Tim Jackson Pres  
Name and Title

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.  
County Counsel

By   
Jennifer A.D. Lehman, Deputy

Counsel for:  
Los Angeles County Flood Control District  
and County of Los Angeles

APPROVED AS TO FORM:

Law Offices of \_\_\_\_\_  
Counsel to Radich Construction Inc.

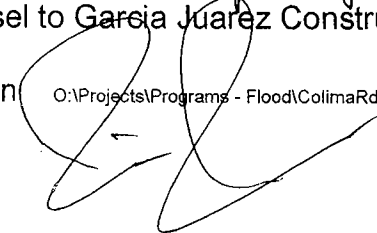
Dated: \_\_\_\_\_, 2008

By \_\_\_\_\_

APPROVED AS TO FORM:

Law Offices of in pro per  
Counsel to Garcia Juarez Construction, Inc.

Dated: May 29, 2008

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# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

On May 29, 2008 before me, Vienna Linda Galindo, Notary Public

(Here insert name and title of the officer)

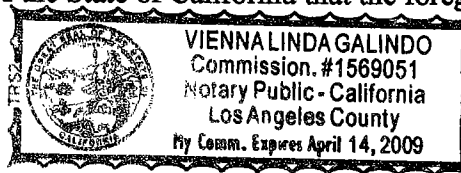
personally appeared Jim Jackson

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public



(Notary Seal)

## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

(Additional information)

### CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)  
☒ Corporate Officer  
President /Secretary  
(Title)  
☐ Partner(s)  
☐ Attorney-in-Fact  
☐ Trustee(s)  
☐ Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

RADICH CONSTRUCTION INC.

Manuel Garcia

Authorized Representative

Teresa Radich, Pres

Name and Title

GARCIA JUAREZ

CONSTRUCTION, INC.

Authorized Representative

Name and Title

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.  
County Counsel

By Jennifer A.D. Lehman, Deputy

Counsel for:  
Los Angeles County Flood Control District  
and County of Los Angeles

APPROVED AS TO FORM:

Law Offices of \_\_\_\_\_, 2008  
Counsel to Radich Construction Inc.

Dated:

## ACKNOWLEDGMENT

State of California  
County of Ventura )

On June 2, 2008 before me, Merilyn P. Smithson, Notary Public  
(insert name and title of the officer)

personally appeared Teresa K. Radich  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Merilyn P. Smithson (Seal)



RADICH CONSTRUCTION INC.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Name and Title

GARCIA JUAREZ CONSTRUCTION, INC.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Name and Title

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.  
County Counsel

By \_\_\_\_\_  
Jennifer A.D. Lehman, Deputy

Counsel for:  
Los Angeles County Flood Control District  
and County of Los Angeles

APPROVED AS TO FORM:

Law Offices of Monteleone & McCrory, LP Dated: 6/3/08, 2008  
Counsel to Radich Construction Inc.

By   
John McCrory

APPROVED AS TO FORM:

Law Offices of \_\_\_\_\_ Dated: \_\_\_\_\_, 2008  
Counsel to Garcia Juarez Construction, Inc.

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